

By signing Proposal Two, you agree to the following:

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2. You will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-4852 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the PCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC.

Client

New England Telehealth Consortium

North Country Health Consortium By its Agent, ProInfoNet

Client Name

Martha McLeod
Signature

James E. Rogers, Jr.
Signature

Martha McLeod
Printed Name

James E. Rogers, Jr.
Printed Name

Executive Director
Title

ProInfoNet President
Title

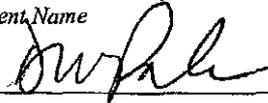
4/24/07
Date

4/24/07
Date

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Client
Penobscot Bay Health Care

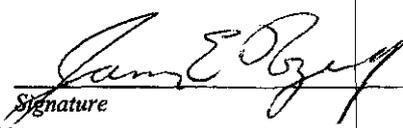
Client Name

Signature

DENNIS PIRES
Printed Name

Director of I.T. & CIO
Title

4-17-07
Date

New England Telehealth Consortium

By its Agent, ProInfoNet

Signature

James E. Rogers, Jr.
Printed Name

ProInfoNet President
Title

4/18/07
Date

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Client

Penquis CAP, Inc.

Client Name

Robert L. Brown

Signature

ROBERT L. BROWN

Printed Name

Chief Financial Officer

Title

4/20/2007

Date

New England Telehealth Consortium

By its Agent, ProInfoNet

James E. Rogers, Jr.

Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title

4/20/07

Date

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Client

Redington-Fairview Hospital

Client Name

[Handwritten Signature]

Signature

Richard D. Willett

Printed Name

CEO

Title

4/18/07

Date

**New England Telehealth Consortium
By its Agent, ProInfoNet**

[Handwritten Signature]

Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title

4/19/07

Date

Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 404401. Bangor, Maine,

2. You will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
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Client

Healthways

Client Name

Carol Carlin

Signature

CAROL CARLIN

Printed Name

CEO

Title

4/18/07

Date

New England Telehealth Consortium!

By its Agent, ProInfoNet

James E. Rogers, Jr.

Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title

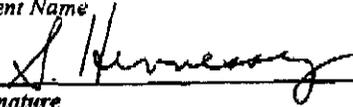
4/27/07

Date

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Client
Southern Maine Medical Center

Client Name

Signature

S. Hennessey
Printed Name

VP of Support Services
Title

04-20-07
Date

New England Telehealth Consortium

By its Agent, ProInfoNet


Signature

James E. Rogers, Jr.
Printed Name

ProInfoNet President
Title

4/20/07
Date

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- 6 You will become a member of NEIC

Client

Spears Memorial Hospital

Client Name

Jerry Coffey

Signature

Jerry Coffey

Printed Name

Title

4-24-07

Date

New England Telehealth Consortium

By its Agent, ProInfoNet

James E. Rogers, Jr.

Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

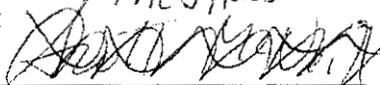
Title

4/24/07

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Client
The Jackson Laboratory


Scott McNeil

 Signature

Scott McNeil

 Printed Name

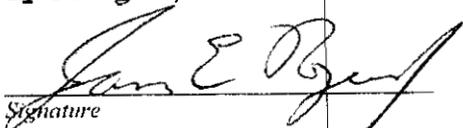
CIO

 Title

4/20/07

 Date

New England Telehealth Consortium
 By its Agent, ProInfoNet



 Signature

James E. Rogers, Jr.

 Printed Name

ProInfoNet President

 Title

4/20/07

 Date

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Client New England Telehealth Consortium

~~ALL SUBSTITUTES FOR HEALTH POLICY~~ By its Agent, ProInfoNet

Client Name

Edgar Jenkins
Signature

James E. Rogers, Jr.
Signature

EDGAR JENKINS
Printed Name

James E. Rogers, Jr.
Printed Name

DIRECTOR
Title

ProInfoNet President
Title

4.19.07
Date

4/19/07
Date

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Client

New England Telehealth Consortium

University of Maine School of Nursing

By its Agent, ProInfoNet

Client Name

Therese R. Shiffas
Signature

James F. Rogers, Jr.
Signature

Therese R. Shiffas
Printed Name

James F. Rogers, Jr.
Printed Name

Director School of Nursing

ProInfoNet President
Title

4/20/07
Date

4/23/07
Date

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University of New England

Client Name

Ellen Beaulieu

Signature

ELLEN BEAULIEU

Printed Name

ASSOCIATE PROVOST

Title

4/20/07

By its Agent, ProInfoNet

Signature

James E. Rogers, Jr.

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title

4/24/07

Date

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Client

York Hospital

Client Name


Signature

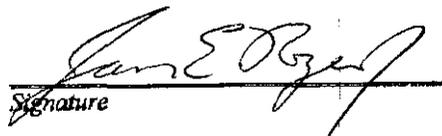
JUD KNOX
Printed Name

PRESIDENT
Title

27-07
Date

New England Telehealth Consortium

By its Agent, ProInfoNet

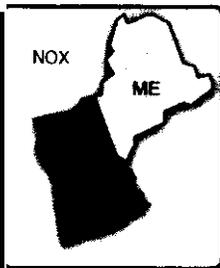

Signature

James E. Rogers, Jr.
Printed Name

ProInfoNet President
Title

9/27 67
Date

Appendix D Northern Crossroads Network



The Northern Crossroads
A New England Regional Aggregation Point
And Internet2 gigaPOP



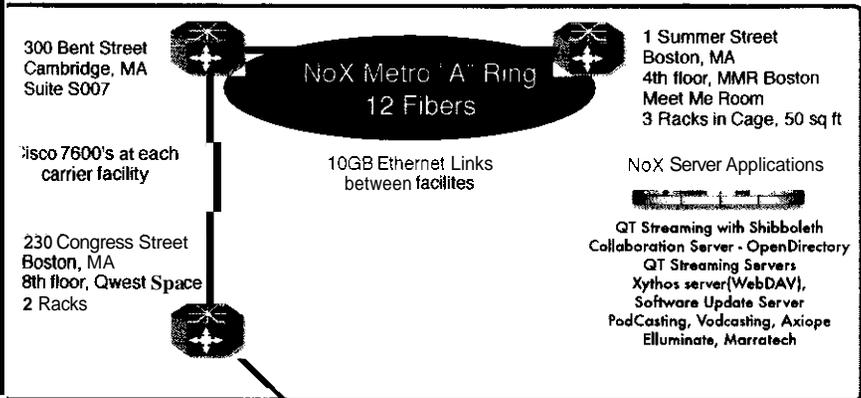
Research & Education
 Government K-12 Hospitals

New Hampshire
 Dartmouth College
 Dartmouth Hitchcock Medical Center
 University of New Hampshire
 Plymouth State College
 Keene State College

Vermont
 University of Vermont
 University of Vermont Medical Center

Connecticut
 SEGP
 State of Connecticut
 State Government
 US Coast Guard Academy
 Connecticut Higher Education Backbone
 CEN K 12 and Public Libraries
 Charter Oak State College/Distance Learning Consortium
 Albertus Magnus College
 Connecticut Community Technical Colleges
 Connecticut College
 Connecticut State University
 Fairfield University
 Mitchell College
 Mystic Aquarium
 Quinnipiac College
 Rensselaer Hartford
 Sacred Heart University
 St. Joseph's College
 St. Vincent's College
 Teiko Post University
 Trinity College
 University of Bridgeport
 University of Hartford
 University of New Haven
 Wesleyan University
 University of Connecticut
 University of Connecticut Medical Center
 Institute for Exploration/Sea Research Foundation
 Yale University
 Yale Medical Center

Massachusetts
 SEGP MITI
 Northeastern University
 Boston College
 Harvard University
 CareGroup HealthCare Services
 Beth Israel Deaconess Medical Center
 New England Baptist Hospital
 Mt Auburn Hospital
 Deaconess Waltham Hospital
 Deaconess Glover Hospital
 Deaconess HealthCare Hospital
 Brigham & Women's Hospital
 DanaFarber Cancer Center
 Massachusetts General Hospital
 Massachusetts Eye & Ear Infirmary
 Children's Hospital
 Judge Baker Children's Center
 Joslin Diabetes Center
 Center for Blood Research
 Harvard Medical School
 Harvard School of Public Health
 Harvard School of Dental Medicine
 Boston University
 Boston University Medical Center
 Tufts University
 Tufts University Medical Center
 Tufts Medical Center
 University of Massachusetts/Amherst
 Mt. Holyoke College
 University of Massachusetts/Boston
 Woods Hole Oceanographic Institution
 USGS Woods Hole Field Center
 Marine Biological Laboratory
 National Marine Fisheries Science Center
 Woods Hole Laboratory
 Sea Education Association
 The Woods Hole Research Center
 Brandeis University
 EBSCO Information Services
 UMASS/SMAS
 MIT Lincoln Labs
 Haystack Observatory
 Millstone Hill Observatory
 Lincoln Space Surveillance Complex
 Massachusetts Information Turnpike Initiative (MITI)
 Massachusetts Community Colleges
 UMASS/Lowell
 Berkley College of Music
 Worcester Polytechnic Institute
 MECnet (Merrimack Education Network K-12)
 Boston Museum of Science - Pending
 Wellesley College
 Bentley College
 Emerson College
 NewsBank - Pending
 Massachusetts Convention Center Authority-Boston



Private Peering
 Comcast 1GBE
 RCN Communications 1GBE
 Global Naps - OC-3 POS
 Vermontel
 Paetec - Pending

Commercial Services
 Layer 2 Transport to carriers
 in 3W Bent, 230 Congress. and
 1 Summer Street

Abilene
Internet2 HPNSP
 250 R&E Universities in the US
 K-12 State Networks
 Corporate Members
 Federal Research Labs

Maine
 SEGP
 K-12
 University of Maine
 University of Maine Medical Center
 Maine Medical Center Research Institute
 MDIBiolab
 Mount Desert Island Biological Laboratory
 School of Marine Sciences
 Darling Marine Center
 UMaine, Machias
 Maine Maritime Academy
 Marine Law Institute
 State of Maine. Dept. of Marine Resources
 Augusta
 Lamoine Lab
 Wells Estuarine Reserve
 Boothbay Laboratory Beals
 Island Regional Shellfish Hatchery, Island Institute, Rockland
 The Maritime Academy
 Jackson Labs - In Discussion

Rhode Island
OSHEAN - gigaPOP
 SEGP
 Bryant College
 RINET - K12 Rhode Island
 Johnson & Wales
 Community College of Rhode Island (CCRI)
 Rhode Island College (RIC)
 Rhode Island School of Design (RISD)
 Rhode Island State Government
 Brown University
 University of Rhode Island
 Cooperative Libraries Automated Network (CLAN)
 Wheaton College (MA)
 LifeSpan
 Rhode Island Hospital
 Bradley Hospital
 Hasbro Children's Hospital
 Miriam Hospital
 Newport Hospital
 Providence College
 Salve Regina University
 Roger William University
 Care New England



US Research & Federal Networks

International Research & Education Networks

www.nox.org
 www.th.?quiiit.net
 www.internet2.net



Advanced networking for research and education in New England

Appendix E Network Management Agreement

Professional Information Networks d/b/a ProInfoNet *MANAGEMENT AGREEMENT*

This MANAGEMENT AGREEMENT ("Agreement"), is made and entered into this 11th day of April, 2007, by and between NEW ENGLAND TELEHEALTH CONSORTIUM, a Maine Nonprofit Corporation having its principal place of business at 145 Exchange Street, Suite 4, Bangor, Maine, 04401 (hereinafter "Client"), and Professional Information Networks d/b/a ProInfoNet, a Maine corporation, having a principal place of business at 145 Exchange Street, Suite 4, Bangor, Maine, 04401 (hereinafter "Consultant").

Recitals:

WHEREAS, pursuant to FCC 06-144, dated September 29, 2006, the FCC issued an order under the Telecommunications Act of 1996, establishing a pilot program to examine how the rural health care (RHC) funding mechanism could be used to enhance public and non-profit health care providers' access to advanced telecommunications and information services (the "FCC Pilot Program"); and

WHEREAS, the FCC Pilot Program is intended to provide funding to support the construction of state or regional broadband networks and services provided over those networks as well as the cost of connecting a state or regional network to Internet2; and

WHEREAS, New England Telehealth Consortium was organized for the purpose of applying for funding under the FCC Pilot Program and bringing together healthcare providers within and without the State of Maine to be a part of a regional network of healthcare providers which can benefit from the creation such a broadband network; and

WHEREAS, the Client wishes to contract with Consultant for its services in connection with the application to the FCC Pilot Program, needs assessment, design study, project management and infrastructure deployment of such a broadband network;

NOW THEREFORE, the Client and Consultant hereby agree as follows:

Article 1

TERM AND TERMINATION

1.1 Term. This Agreement will become effective on the date first shown above and will continue in effect through the completion of each Project Phase (as described in Section 3.1 hereof).

1.2 Termination of Agreement.

A. *Termination by Client.* This Agreement may be terminated by Client upon thirty (30) days written notice for Cause. "Cause," for purposes of this paragraph 1.2(A) shall mean (i) the failure of Consultant to perform its duties hereunder for reasons which are within Consultant's control and which failure is not remedied within a period of thirty (30) days after receipt of written

notice *from* Client, or such longer time as may be necessary as determined by Consultant; or (ii) willfully engaging in conduct materially injurious to Client or in **breach** of this Agreement

B. Termination *by* Consultant. This Agreement may be terminated by Consultant upon thirty (30) days written notice for Cause. "Cause," for purposes of this paragraph 1.2(B) shall mean the failure of Client to **fulfill** its obligations to make payment to Consultant in accordance with Section 3.1 below.

C. Termination *by Either* Party. Either party may terminate this Agreement upon thirty (30) days written notice to the other party upon notice that the FCC has failed to approve the application to the FCC Pilot Program Application.

D. Termination *by Mutual* Consent. The parties hereto may terminate this Agreement at any time upon the written consent of Client and Consultant.

1.3 Survival. In the event of any termination of this Agreement, Articles 5, 6, and 7 hereof shall survive and continue in effect.

Article 2 INDEPENDENT CONTRACTOR STATUS

2.1 Intention of Parties. It is the intention of the parties that Consultant be an independent contractor and not an employee, agent, joint venturer, or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Consultant or any employee or agent of Consultant.

Article 3 SERVICES TO BE PERFORMED BY CONSULTANT

3.1 Proposals and Billing. Consultant shall be responsible for managing the day to day affairs of Client. The specific work to be performed by Consultant shall be documented in Project Phase Work Orders to be signed by an authorized representative of each party. The Project will be broken down in Project Phases Phase One will relate to work to be performed by Consultant prior to and through Client's application to the FCC Pilot Program. Phase Two will relate to work to be performed if and when the application to the FCC is approved. Generally, the two Project Phases will consist of the following:

Phase One

- A. Conduct the preliminary network design studies for Client addressing the needs of *its* Members and their respective healthcare sites for a private broadband regional telehealth network with Internet2 connectivity;
- B. Design a preliminary network that best fits the needs of the Client;
- C. Determine the estimated costs to design and implement the network; and
- D. Complete and submit the application to the FCC Pilot Program on behalf of Client

Phase Two

- A. Conduct the initial network design study.
- B. Determine the final network design;
- C. Write and submit the required RFP(s) for construction of the network;

- D. Ensure compliance of Client with normal Rural Health *Care program* procedures, including the requirement to submit the Form 465, Form 466, Form 466A, and Form 467;
- E. Review and analyze proposals received from vendors for construction of the network and assist Client in the selection of vendors;
- F. Assist Client's members in their determination of which sites within their organization to implement the network and the order in which implementation would best be accomplished;
- G. Manage the implementation (infrastructure deployment) of the selected vendor's network;
- H. Assist Client's advisory boards charged with oversight of the ongoing operation of the network
- I. Submit and follow up on materials submitted for FCC reimbursement funding on Client's behalf; and
- J. Manage and administer the day to day affairs of NETC including accounting and bookkeeping functions.

Each Project Phase Work Order shall set forth, in further detail, the work to be done and the breakdown of the estimated fees for the work to be performed. Client will receive invoices for work performed on an on-going basis throughout the term of this Agreement. Client will be billed and shall be responsible for 100% of the cost of the work performed, notwithstanding whether the FCC Pilot Program Application is approved.

Without releasing Client from responsibility for payment of 100% of the cost of work performed, if the FCC Pilot Program Application is approved, Client shall only be required to make payment to Consultant of that percentage of the fees charged which will not be covered by the FCC reimbursement within fifteen (15) days after submission of invoice to Client. Consultant will then submit materials to the FCC to request reimbursement on Client's behalf. Within fifteen (15) days of receipt of any reimbursement amount from the FCC, Client shall pay Consultant the remaining balance due under the invoices submitted.

A late payment fee equal to 1 1/2% per month shall be imposed on any amounts more than 30 past due. Client hereby agrees to pay all of Consultant's costs of collecting overdue amounts, including but not limited to reasonable attorneys' fees.

3.2 Attendance at Client Board Meetings. During the term of this Agreement, a designated representative of Consultant shall be given notice of each regular, special, or annual meeting of the Board of Directors of Client. Consultant shall be authorized to attend all meetings of the Board of Directors of Client in an ex-officio (non-voting) capacity. Client's Board of Directors shall be entitled to excuse Consultant from that portion of any meeting of the Board of Directors of Client in which the terms of this Agreement or Consultant's performance thereunder is discussed.

3.3 Method of Performing Services. Consultant, in conjunction with its personnel, will determine the method, details, and means of performing the work to be carried out for Client. Client shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Client may, however, require Consultant's personnel to observe at all times the security and safety policies of Client.

3.4 Scheduling. Consultant will endeavor to accommodate work schedule requests of Client and its members to the extent possible. Should any personnel of Consultant be unable to perform scheduled services because of illness, resignation, or other causes beyond Consultant's reasonable control, Consultant will attempt to replace such personnel within a reasonable time, but Consultant shall not be liable for failure if it is unable to do so, giving due regard to its other commitments and priorities.

3.5 Place of work. *Client agrees to provide working space and facilities, and any other services and materials Consultant or its personnel may reasonably request in order to perform their work.*

3.6 Compliance with HIPAA. Consultant and Client at all times during the term of this Agreement and upon termination of this Agreement, as applicable, shall comply in all respects with the Health Insurance Portability and Accountability Act ("HIPAA").

Article 4

TREATMENT OF CONSULTANT'S PERSONNEL

4.1 Compensation of Consultant's Personnel. Consultant shall bear sole responsibility for payment of compensation to its personnel. Consultant shall pay and report, for all personnel assigned to Client's work, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel in accordance with applicable state and federal law.

4.2 Workers' Compensation. Notwithstanding any other workers' compensation or insurance policies maintained by Client, Consultant shall be responsible for maintaining workers' compensation coverage sufficient to meet the statutory requirements of every state in which Consultant's employees are engaged in Client's work.

Article 5

INTELLECTUAL PROPERTY RIGHTS

5.1 Confidentiality. Consultant shall maintain in strict confidence, and shall use and disclose only as authorized by Client, all information that it receives in connection with the work performed for Client pursuant to each Proposal. Consultant shall require its personnel to agree to do likewise. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by Client generally without restriction; (3) information independently developed or acquired by Consultant or its personnel without reliance in any way on other protected information of Client or (4) information approved for the use and disclosure of Consultant or its personnel without restriction. Notwithstanding the foregoing restrictions, Consultant and its personnel may use and disclose any information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for it or them to protect their interest in this Agreement, but in each case only after Client has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

5.2 Ownership of Work Product. All software, concepts, know-how, methods, techniques, copyrights, or other intellectual property rights associated with any ideas, concepts, techniques, or works of authorship developed or created by Consultant or its personnel during the course of performing Client's work, including any source code (collectively, the "Work Product") shall belong exclusively to Client. Consultant automatically assigns, and shall cause its personnel automatically to assign to Client, at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest it or they may have in such Work Product, including any copyrights or other intellectual property rights pertaining thereto. To the extent that any action must be taken by Consultant or its personnel to effect said assignment, including the execution of documents evidencing same, Consultant and its personnel agree to take such action. Client provides to Consultant a perpetual, royalty-free license in and to the Work Product. Excepted from Work Product is any patentable invention, process, or trade secret developed or created by Consultant or its personnel during the course of performing Client's work, whether said inventions, processes, or trade secrets are patented or not (collectively, the "Retained Work Product"). The Retained Work Product shall belong exclusively to Consultant. Client automatically assigns, and shall cause its personnel and members, as applicable, automatically

to assign to Consultant, at the time of creation of the Retained Work Product, without any requirement of further consideration, any right, title, or interest it or they may have in such Retained Work Product. To the extent that any action must be taken by Client or its personnel or members to effect said assignment, including the execution of documents evidencing same, Client and its personnel or members agree to take such actions. Consultant provides to Client a perpetual, royalty-free license in and to the Retained Work Product to the extent same is used in Client's work.

5.2.1 Documentation resulting from the Work Product, other than custom developed software, shall be jointly owned by Consultant and Client.

5.3 Residual Rights of Personnel. Consultant and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any work done under this Agreement, so long as it or they acquire and apply such information without disclosure of any confidential information as set forth in Section 5.1.

Article 6

LIMITATIONS

6.1 Disclaimer. CONSULTANT DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Total Liability. Client agrees that Consultant's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for services under the applicable estimate or in the authorization for the particular service if no estimate is provided.

6.3 Force Majeure. Consultant shall not be liable to Client for any failure or delay caused by events beyond Consultant's control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in data handling or transmission infrastructure, transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel raw materials, or equipment, or technical failures.

Article 7

GENERAL PROVISIONS

7.1 Insurance. To the extent that Consultant's personnel may perform work at Client's premises or at the premises of Client's Members, Client shall maintain, or shall require that its Members maintain, comprehensive general liability insurance, including broad form property damage coverage, with limits of at least \$1 million combined single limit for personal injury and property damage for each occurrence.

7.2 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for Client or for Client's Members. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this

agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

7.3 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.4 Parties in Interest. This Agreement is enforceable only by Consultant and Client. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of Consultant's personnel assigned to Client's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.

7.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Maine.

7.6 Successors. This Agreement shall inure to the benefit of, and be binding upon, Consultant and Client, their successors and assigns.

7.7 Arbitration of Disputes. The parties shall attempt to resolve all disputes arising under this Agreement by mediation for a period of forty-five (45) days. If mediation does not resolve the dispute, the dispute shall be submitted to arbitration pursuant to the following procedure. Either party may, by written notice to the other within forty-five (45) days after mediation has completed, appoint an arbitrator who shall be either an attorney or accountant. The other party shall, by written notice, within thirty (30) days after receipt of such notice by the first party, appoint a second arbitrator who shall also be an attorney or accountant. When two arbitrators have been appointed as hereinabove provided, they shall agree on a third arbitrator and shall appoint him by written notice signed by both of them and a copy mailed to each party hereto within thirty (30) days after such appointment. On appointment of three arbitrators as hereinabove provided, such arbitrators shall hold an arbitration hearing within forty-five (45) days after such appointment. At the hearing, the three arbitrators shall allow each party to present his case, evidence, and witnesses, if any, in the presence of the other party, and shall render their award, including a provision for payment of costs and expenses of arbitration to be paid by one or both of the parties hereto, as the arbitrators deem just. The decision of the majority of the arbitrators shall be binding on the parties hereto (although each party shall retain his right to appeal any questions of law arising at the hearing), and judgment may be entered thereon in any court having jurisdiction.

CONSULTANT

Professional Information Networks d/b/a ProInfoNet

By: _____
(Signature) (Date)
James E. Rogers, Jr. President
(Printed Name) (Title)

CLIENT
New England Telehealth Consortium

By: _____
(Signature) (Date)
Brian Thibeau President
(Printed Name) (Title)

Appendix F Member Survey

New England Telehealth Consortium Survey

Data Collection Method

- 1. Site Descriptive Information for each site requiring a network connection to the ProInfoNet New England Health Care Network (PHCN)**
 - a. Building Address and Telephone Number
 - b. Number of staff
 - c. Number of devices that attach to LAN
 - d. Profit/Non-Profit Status
 - e. Identify the source of financial support and anticipated revenues that will pay for costs not covered by Universal Service Fund

- 2. Network Topology and Equipment**
 - a. Current LAN
 - (1). Topology
 - (2). Equipment
 - (3). Protocols
 - b. Current WAN
 - (1). Topology
 - (2). Bandwidth
 - (3). Equipment
 - (4). Company providing service
 - (5). Protocols
 - c. Estimate the bandwidth requirements that a site will require for its connection to the PHCN to accommodate current and potential needs

- 3. Applications**
 - a. Indicate the Current and Potential use of the PHCN for each site (Examples below)
 - (1). Video Conferencing
 - (2). Imaging
 1. PACS
 2. Scanned Documents

- (3). Electronic Health Records
- (4). Digital Messaging
- (5). Telemedicine
- (6). Remote Medical Specialist Diagnostics
- (7). Remote Critical Care Monitoring
- (8). Remote Rx Dispensing & Verification
- (9). Email
- (10). Office Automation
- (11). Accounting
- (12). Medical Information Displays
- (13). Patient/Asset/Staff Tracking
- (14). Centralized Nurse Call
- (15). Patient **Kiosk** Registration
- (16). Practice Management
- (17). Communications Portal
- (18). Faxing automation
- (19). Voice
 1. Direct Inward Dial
 2. Computer Telephony Integration
 3. Intelligent Call Routing
 4. Networked Voice Mail
 5. Interactive Voice Response
 6. Automatic Call Distribution
 7. Call Accounting
 8. Telecommuting
 9. Hands-free Communication Badge
 10. Speech Recognition Auto-Attendant
 11. Communication between Sites
- (20). Other

4. Latency Threshold for applications on PHCN

- a. Immediate access/connection required (i.e. real time).
- b. Minor Latency is acceptable
- c. Delayed access/connection acceptable (i.e. batch, night).
- d. Quality of Service

5. General Communication Requirements.

- a. Reliability (i.e. Percentage of Uptime)
- b. Security (i.e. HIPAA requirements)
- c. Redundancy
- d. Encryption

6. Goals/Use of PHCN

- a. Communication with sites within your organization
- b. Communication with Health Care sites outside your organization

7. Internet 2 Access

- a. Goals/Uses of I2
- b. Current Internet Access
 - (1). Each site direct access with firewall
 - (2). Central firewall on network
- c. Future I2 Access
 - (1). Each site direct access with firewall
 - (2). Central firewall on network
- d. Current Firewalls (what, where, **type**)
- e. Virus Scanning
- f. Spam filtering
- g. Estimated bandwidth requirements by site for I2

8. Advisory Board

- a. The purpose of the board is for each Consortium member to have input into the process of implementation and ongoing guidance of the PHCN
- b. Participation Interest
 - (1). Name
 - (2). Contact Information

**Appendix G Financial Support Letter from the State of Maine Department of
Health and Human Services**



John Elias Baldacci
Governor

Maine Department of Health and Human Services

Maine Center for Disease Control and Prevention (Maine CDC)

286 Water Street
11 State House Station
Augusta, ME 04333-0011

Brenda M. Harvey
Commissioner

Dora Anne Mills, MD, MPH
Public Health Director
Maine CDC Director

April 18, 2007

Mr. James Rogers
New England Telehealth Consortium
C/O ProInfoNet
145 Exchange Street
Suite 4
Bangor, Maine 04401

Dear Mr. Rogers,

The Maine Department of Health and Human Services, Maine Center for Disease Control and Prevention, Office of Rural Health and Primary Care is in full support of New England Telehealth Consortium and its application for an FCC Rural Health Care Pilot Program Consortium Initiative.

The Office of **Rural** Health and Primary Care has been assisting in the application process by working with specific health care facilities and encouraging those facilities to join the consortium. It is this Office's intent to continue to assist by not only providing technical assistance but also providing an amount of financial assistance in the form of staff on an undetermined contractual basis. It would be the intent of this Office to hire a position to specifically assist on an administrative capacity.

I look forward to our continued partnership

Sincerely,



Matthew W. Chandler

Manager

Our vision is Maine people living safe, healthy and productive lives
www.mainepublichealth.gov